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**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

In re:

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC COMPANY,**

**Debtors.**

- ☐ Affects PG&E Corporation  
☒ Affects Pacific Gas and Electric Company  
☐ Affects both Debtors

*\* All papers shall be filed in the Lead Case,  
No. 19-30088 (DM).*

Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**STIPULATION BY AND BETWEEN  
REORGANIZED DEBTORS AND  
CREDITOR TODD GREENBERG  
MODIFYING PLAN INJUNCTION  
WITH RESPECT TO PROOF OF  
CLAIM NOS. 76018 AND 78381**

[No Hearing Requested]

1 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the  
2 “**Utility**”), as reorganized debtors (collectively, the “**Debtors**” and as reorganized pursuant to the  
3 Plan (as defined below), the “**Reorganized Debtors**”) in the above-captioned cases (the  
4 “**Chapter 11 Cases**”), on the one hand, and Creditor Todd Greenberg (“**Claimant**,” and, together  
5 with the Debtors and Reorganized Debtors, the “**Parties**”), on the other hand, by and through their  
6 respective counsel, hereby stipulate and agree as follows:

7 **RECITALS**

8 A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced these  
9 Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California  
10 (the “**Bankruptcy Court**”).

11 B. By Order dated June 20, 2020 [Dkt. No. 8053] (the “**Confirmation Order**”), the  
12 Bankruptcy Court confirmed the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of*  
13 *Reorganization Dated June 19, 2020* (as may be further modified, amended or supplemented from  
14 time to time, and together with any exhibits or scheduled thereto, the “**Plan**”).<sup>1</sup> The Effective  
15 Date of the Plan occurred on July 1, 2020. *See* Dkt. No. 8252.

16 C. Sections 10.5 and 10.6 of the Plan and Paragraphs 51 and 52 of the Confirmation  
17 Order establish the “**Plan Injunction**,” which supersedes the automatic stay in most respects and  
18 expressly prohibits (1) commencing, conducting, or continuing in any manner, directly or  
19 indirectly, any suit, action, or other proceeding of any kind with respect to any pre-petition claims  
20 against the Debtors or Reorganized Debtors, and (2) any effort to enforce, collect or recover on  
21 any judgment based on any pre-petition claims.

22 D. The Reorganized Debtors have filed objections to the claims of Claimant through  
23 (i) the *Reorganized Debtors’ Fortieth Omnibus Objection to Claims (No Liability / Passthrough*  
24 *Claims)* [Docket No. 9455] (the “**Fortieth Omnibus Objection**”), which objects to Proof of  
25 Claim No. 77335 (the “**Refrigerator Claim**”); and (ii) the *Reorganized Debtors’ One Hundred*  
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27 <sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in  
28 the Plan.

1 *Tenth Omnibus Objection to Claim Nos. 76018 and 78381 (Greenberg Claims)* [Docket No. 11420]  
2 (the “**One Hundred Tenth Omnibus Objection**”), which objects to Proof of Claim No. 76018  
3 (including the amendment to such claim pursuant to the terms herein, the “**Concrete and**  
4 **Construction Damages Claim**”) and Proof of Claim No. 78381 (the “**Tree Claim**”).

5 E. Claimant is the plaintiff in an action filed on February 3, 2022 in the Superior Court  
6 of California, County of Marin, pending as *Greenberg v. Teichert Pipelines, Inc., et al.*, Case No.  
7 CV2200278 (the “**State Court Action**”), in which Claimant asserts claims arising from the same set  
8 of operative facts as the Concrete and Construction Damages Claim and Tree Claim against certain  
9 third parties, including various contractors employed by the Utility to perform work at Claimant’s  
10 property.

11 F. On March 29, 2022, the Bankruptcy Court held a hearing to consider *Creditor Todd*  
12 *Greenberg’s Motion to Amend Claims Numbered 77335 and 76018* [Docket No. 11992] (the  
13 “**Motion to Amend**”).

14 G. On April 12, 2022, the Court held a continued hearing at which the Court tentatively  
15 ruled that it would abstain from adjudicating the Concrete and Construction Damages Claim and  
16 Tree Claim in order that the Claimant can prosecute, and the Utility can defend against, the Concrete  
17 and Construction Damages Claim and Tree Claim in the State Court Action. The Parties have  
18 reached an agreement to modify the Plan Injunction to allow the Concrete and Construction  
19 Damages Claim and Tree Claim to be liquidated in the State Court Action, pursuant to the terms  
20 provided for herein.

21 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**  
22 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS**  
23 **STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE**  
**UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE BANKRUPTCY COURT**  
**TO ORDER, THAT:**

24 1. Claimant may file a proof of claim (the “**Amended Proof of Claim**”), in the form  
25 attached to the Motion to Amend as Exhibit 2, amending Proof of Claim No. 76018.

26 2. Upon the filing of the Amended Proof of Claim, Proof of Claim No. 76018 shall be  
27 disallowed and expunged from the claims register in the above-captioned chapter 11 cases, solely on  
28 the basis that it has been superseded by the Amended Proof of Claim.

1           3.       The Plan Injunction shall be modified solely to permit the Claimant to assert the  
2 causes of action and damages alleged in the Concrete and Construction Damages Claim and Tree  
3 Claim against the Utility in the State Court Action and then to liquidate the Concrete and  
4 Construction Damages Claim and Tree Claim by prosecuting the State Court Action through final  
5 judgment and any appeals thereof, but not to permit enforcement of any such judgment against the  
6 Utility, which judgment, if any, shall be treated as an Allowed General Unsecured Claim in  
7 accordance with the Plan and paid through the claims reconciliation process in these Chapter 11  
8 Cases, without further order of this Court.

9           4.       The Reorganized Debtors' objections to the Concrete and Construction Damages  
10 Claim and Tree Claim and all related proceedings shall be stayed upon the entry of an order  
11 approving this Stipulation and shall remain stayed until a judgment in the State Court Action shall  
12 become final and not appealable, whereupon such objections shall be deemed moot.

13           5.       Any statute of limitations or repose that applies to the causes of action and damages  
14 set forth in the Concrete and Construction Damages Claim and Tree Claim shall be deemed to have  
15 been tolled from the Petition Date of January 29, 2019, until 60 days after the entry of an order  
16 approving this Stipulation. Nothing herein shall be deemed to toll any statute of limitations or  
17 repose as to any other claim that may be asserted against the Debtors or the Reorganized Debtors.

18           6.       Nothing herein is intended, nor shall it be construed, to be:

- 19               a.       a waiver by the Debtors or the Reorganized Debtors, as applicable, or any  
20                       other party in interest, of any right to object to the Concrete and Construction  
21                       Damages Claim or Tree Claim on any grounds in the State Court Action, or  
22               b.       a waiver by the Claimant of his rights to assert any right in opposition of any  
23                       asserted challenge to the Concrete and Construction Damages Claim or Tree  
24                       Claim, or  
25               c.       a waiver by any Party of any claim or defense in the State Court Action,  
26                       including any claims that the Debtors or Reorganized Debtors, as applicable,  
27                       may have against parties in the State Court Action or other third parties for  
28                       indemnification or contribution.

1           7.       In the event that the terms and conditions of this Stipulation are not approved by the  
2 Bankruptcy Court, it shall be null and void and have no force or effect, and the Parties agree that, in  
3 such circumstances, this Stipulation shall be of no evidentiary value whatsoever in any proceedings.

4           8.       This Stipulation shall be binding on the Parties and each of their successors in  
5 interest.

6           9.       This Stipulation shall constitute the entire agreement and understanding of the Parties  
7 relating to the subject matter hereof and supersede all prior agreements and understandings relating  
8 to the subject matter hereof.

9           10.      This Stipulation may be executed in counterparts, each of which shall be deemed an  
10 original but all of which together shall constitute one and the same agreement.

11          11.      The Bankruptcy Court shall retain jurisdiction to resolve any disputes or  
12 controversies arising from this Stipulation or any Order approving the terms of this Stipulation.

13  
14 Dated: May 11, 2022

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16 KELLER BENVENUTTI KIM LLP  
LAW OFFICES OF JENNIFER L. DODGE INC.

TRODELLA & LAPPING LLP

17  
18 /s/ Thomas B. Rupp  
Thomas B. Rupp

/s/ Richard A. Lapping  
Richard A. Lapping

19 *Attorneys for Debtors*  
20 *and Reorganized Debtors*

*Attorneys for Creditor Todd Greenberg*